

EXHIBIT N

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARJUN VASAN,
Plaintiff and Counter-Defendant,
v.
CHECKMATE.COM, INC.,
(dba "Checkmate")
Defendant and Counterclaimant.

Case No.: CV-00765-MEMF-JPR

Hon. Maame Ewusi-Mensah Frimpong

**PLAINTIFF'S THIRD SET OF REQUESTS
FOR ADMISSION TO DEFENDANT
CHECKMATE.COM, INC.; "BYOD (Bring
Your Own Devices) Policy Dispute"**

Complaint Filed: January 28, 2025

TO DEFENDANT CHECKMATE.COM, INC. AND ITS COUNSEL OF RECORD:

Pursuant to Federal Rule of Civil Procedure 36, Plaintiff propounds the following Requests for Admission ("RFAs"). Each admission is to be answered in writing, under oath, within **30 days** after service unless the parties stipulate or the Court orders otherwise.

I. DEFINITIONS

1. **"You/Checkmate"** = Defendant Checkmate.com, Inc., its executives, its agents, its counsel or any other person acting on its behalf.
2. **"Plaintiff"** = Plaintiff Arjun Vasan.

3. “**Michael Bell**” = Checkmate Chief of Strategy and Plaintiff’s Supervisor
4. “**Vishal Agarwal**” = Checkmate CEO
5. “**Amy Brown**” = Checkmate Vice President of Human Relations
6. “**Robert Nessler**” = VoiceBite cofounder & VP of AI Operations at Checkmate
7. “**Christopher Lam**” = VoiceBite cofounder & VP of AI Product at Checkmate
8. “**#voicemate**” = Slack channel including Plaintiff, Christopher Lam, Robert Nessler, Michael Bell and Vishal Agarwal.
9. “**BYOD Policy**” = Checkmate’s policy requiring use of a personal device for work and/or installation of monitoring or mobile device management (MDM) software.
10. “**May Slack Thread**” = the May 1–2, 2024 Slack exchange starting as a private thread between Plaintiff and CEO Vishal Agarwal, later escalating to a group thread.
11. “**Oct. 14 DM**” = Plaintiff’s October 14, 2024, Slack direct message to Agarwal raising, *inter alia*, BYOD Policy.
12. “**Oct. 14 Meeting**” = the Zoom meeting later that day among Agarwal, Plaintiff, Michael Bell, and Robert Nessler.
13. “**HR Write-Up**” = the written disciplinary notice sent by Michael Bell on October 14, 2024, cc’ing Amy Brown.
14. “**Closing Spreadsheet**” = Spreadsheet of expenses to be reimbursed as well as back pay, provided by VoiceBite to Checkmate on merger close; referenced in the Merger Agreement.

II. INSTRUCTIONS

- A. Answer each RFA separately and fully as required by Rule 36. If Checkmate cannot admit or deny, state the reasons and describe the reasonable inquiry made.
- B. If an RFA is admitted in part and denied in part, specify which part is admitted and which is denied.
- C. These RFAs are continuing; if Checkmate later obtain information requiring amendment, promptly serve amended answers under Rule 26(e).

III. REQUESTS FOR ADMISSION

Background / Policy

1. Admit that Vishal Agarwal was CEO between May-November 2024 and had authority over hiring, discipline, and termination decisions.
2. Admit that Michael Bell was Chief of Strategy between May-November 2024 and was Plaintiff's direct supervisor.
3. Admit that the BYOD Policy applied to Plaintiff in 2024.
4. Admit that under the BYOD Policy, Plaintiff was required to use his personal device for work and to install monitoring/MDM software.
5. Admit that during May-November 2024, Checkmate did not provide Plaintiff a company-owned laptop.
6. Admit that during May-November 2024, Checkmate did not reimburse Plaintiff for the purchase of a separate device for exclusive work use.
7. Admit that upon close of the merger, VoiceBite provided a Closing Spreadsheet that detailed, among other things, expenses of the VoiceBite founders to be reimbursed for VoiceBite property they personally purchased upon closing.
8. Admit that this spreadsheet listed VoiceBite laptops for Robert Nessler and Christopher Lam, but Plaintiff did not have a VoiceBite laptop and did not expense his personal laptop.

Protected Activity

9. Admit that on Plaintiff's first day as a Checkmate employee, he raised the issue of the BYOD Policy conflicting with California Law in a private Slack thread with Agarwal.
10. Admit that Plaintiff stated in the thread: "in california it's not even legal though... california employers must provide the work equipment for employees."
11. Admit that Plaintiff stated he was not comfortable installing monitoring software on his personal computer and raised concerns about privacy and exposure of personal devices.
12. Admit that Plaintiff requested a company device rather than installing monitoring software on his personal device.
13. Admit that in the follow-up email, Plaintiff again requested a company device and explained the basis for his request.

1 14. Admit that Amy Brown emailed or slacked Plaintiff stating that Michael Bell had stated that
2 the entire VoiceBite's teams' laptops were reimbursed.

3 15. Admit that Plaintiff clarified that only Christopher Lam and Robert Nessler had VoiceBite
4 company laptops and had been reimbursed for them.

5 16. Admit that Checkmate's management did not offer to purchase or reimburse a work laptop.

6 17. Admit that in the Oct. 14 DM, Plaintiff again raised BYOD legality/compliance and the need
7 for a company device.

8 **Adverse Actions / Timing (May 1-2 Slack Thread)**

9 18. Admit Agarwal rejected Plaintiff's request for a work laptop, and stated, among other things
10 "Alright then you can't work for the company.", "we won't hire people who are stickler for
11 the law... Is that clear?"

12 19. Admit Agarwal escalated the private discussion to the #voicemate group channel.

13 20. Admit after escalating to #voicemate, Agarwal stated the following:

14 @channel I'm moving a 1:1 conversation I am having with Arjun
15 here and documenting it here for everyone. Arj's point is that we
16 need to provision equipments and computers in order to hire good
17 engineers. And that this is also a California law. We at this point
18 cannot do that because we have over 300 employees and that cash
19 outlay is huge. The tone from @arj is absolutely in the spirit of
20 creating a problem and creating a confrontation, rather than having a
21 mutual conversation and trying to find a solution with a company he
22 just joined. I wanted to make sure everyone is aware and ask if
23 everyone shares Arj's belief. If that continues to be the case, I won't
24 mind having a difficult conversation with the individual at whatever
25 stage of the company to make sure we build a cohesive company for
26 long term benefits.

21 21. Admit Agarwal stated in the #voicemate channel "I can also promise if this is how it is going
22 to be going ahead, I'd rather cut my losses right now. No employee is indispensable and I can
23 put that in a formal notice."

24 22. Admit that Agarwal stated in the #voicemate channel "The situation is quite clear Arj - you
25 don't want to use your personal computer for work reasons. We don't provide work
26 computers. The only solution is for you to quit. Do you know of any other alternative?"

27 23. Admit Agarwal stated in the #voicemate channel "Sure, then we will consult with security
28 and if there is no other alternative, then I am happy to fire you"

1 24. Admit that Plaintiff stated in response or shortly thereafter: “so you will terminate me for
2 pointing out a violation of the law?”

3 25. Admit that Plaintiff continued, stating “i think there are laws against that”

4 26. Admit that Agarwal responded “sure, if that’s the route you want to go I’d rather deal with
5 that headache than the conversation we are having here”

6 **Adverse Actions / Timing (October 14 HR Write-Up**

7 27. Admit that Plaintiff re-raised the BYOD issue in a Slack DM to Agarwal on October 14, 2024.

8 28. Admit that Agarwal called a meeting with Plaintiff, Michael Bell and Robert Nessler.

9 29. Admit that this was a recorded Zoom meeting.

10 30. Admit that after the Oct. 14 Meeting, Bell issued the HR Write-Up to Plaintiff and cc’d HR.

11 31. Admit that the HR Write-Up demanded Plaintiff’s signature.

12 32. Admit that the HR Write-Up used the word “rant” or stated that conduct “that could be
13 construed as a rant” could lead to dismissal.

14 33. Admit that as of Oct. 14, 2024, Checkmate still had not provided Plaintiff a company laptop.

15 34. Admit that Plaintiff asked to defer responding to the HR Write-Up due to his workload
16 preparing for the October 23 Popeyes demo.

17 35. Admit that Plaintiff mentioned that he hadn’t slept in days and stated words to the effect that
18 he was “going crazy” preparing for the demo.

19 36. Admit that you did not agree to postpone responding to the HR Write-Up.

20 37. Admit that you did not acknowledge or address Plaintiff’s expressed health issues.

21 38. Admit that Plaintiff was terminated on November 14, 2024, within one month of the Oct. 14
22 DM and HR Write-Up.

23 **Judicial Admissions**

24 39. Admit that in Checkmate’s Answer, you admitted that Plaintiff raised BYOD issues.

25 40. Admit that in declarations filed by Agarwal and/or Brown, you stated that the Oct. 14
26 meeting was convened due to a “barrage of over 40 Slack messages”.

27 41. Admit that Plaintiff re-raised the BYOD issue in these Slack messages.
28

42. Admit that in declarations filed by Agarwal and/or Brown, you acknowledged issuance of a final warning / formal write-up to Plaintiff on October 14, 2024.

Causation Adjacent

43. Admit that the May Slack Thread termination statements immediately followed Plaintiff's message objecting to BYOD legality.

44. Admit that the HR Write-Up was issued the same day Plaintiff sent the Oct. 14 DM regarding BYOD.

45. Admit that Checkmate did not offer a company laptop or reimburse a separate device at any time between May 1 and October 14, 2024.

46. Admit that the attached Exhibit A is an accurate transcript of the May Slack threads.

VERIFICATION (for Responding Party)

I am authorized to respond to these Requests for Admission on behalf of Defendant. I have read the foregoing responses and, based on a reasonable inquiry, the matters stated therein are true and correct to the best of my knowledge and belief.

Dated: _____ Signature: _____

Name: _____ Title: _____

for Defendant Checkmate.com, Inc.

EXHIBIT A

May 1-2nd, 2024 Slack Conversation

- DM between Plaintiff and Defendant Agarwal and
- Group Conversation between VoiceBite founders, Defendants Bell and Agarwal

arj

4:52 PM

hey

@vishal

i understand your policy has been BYOD. but it will be very difficult to recruit engineers with this policy, it's pretty much a standard expectation in silicon valley that you get a top of the line laptop. i'm not going to fight it now, but perhaps lets change this after raising the round.

4:53

i'm already fretting over explaining this to pranav once we are able to onboard him as a full time

vishal

6:59 PM

Hey Arj, we have recruited over 70 engineers over the last 7 years. It won't be a problem :slightly_smiling_face:

7:00

That is why we don't have to hire from Silicon valley. We can hire from literally anywhere in the world. And it's not a small consideration - it'll be a massive outlay for the company. Remember we have over 300 employees

7:01

If this is a deal breaker for some, what we can do is offer them a one time signing bonus of \$1,500 or so but overall, this has not been a problem

arj

7:37 PM

it's a massive outlay that most of our competitors are willing to make though. i don't think doordash thinks one second about this. they want the best and to provide the best tools for the job.

vishal

7:38 PM

Not something we are considering right now Arj. We are different than others, we don't have to do what they do and we are still able to hire and retain the best. In the last 6 years, I have not had a problem with it. And like I said, if this is an absolute problem, we can add some initial signing bonus but not in all cases. Let's make sure to keep that as a last resort

7:39

I'm willing to compete with others on this and I'm confident we will win. If someone does not want to join us for an initial expense of a few thousand dollars, I don't think they are the right fit anyway

arj

7:40 PM

in california it's not even legal though, and it's a security risk. california employers must provide the work equipment for employees.

vishal

7:40 PM

That's not true

7:40

We have hired tons of people in California

arj

7:40 PM

yes but this is the law

vishal

7:41 PM

It's a very serious cost consideration Arj, it can't be taken lightly

arj

7:47 PM

<https://www.employmentlawfirms.com/resources/can-my-employer-require-me-buy-my-own-laptop-work.htm>

there are dozens of articles like this. it is the law, whether or not it is costly.

www.employmentlawfirms.comwww.employmentlawfirms.com

Can my employer require me to buy my own laptop for work?

Find out if employers can require employees to provide and work on their own laptops. Learn the meaning of BYOD policies and if they are legal in the workplace.

vishal

7:47 PM

Got it

arj

1:39 AM

even beyond this law, the types of people I want to hire are going to immediately be turned off if they knew they would have to use their personal computer for work. they will believe in strict separation between their personal projects and data and work projects and data. i know because I myself feel this way. i'm not comfortable putting monitoring software on my personal computer (neither are sam and paul, while robert and chris have voicebite computers separate from personal, so they don't mind as much). nor would we be comfortable with employer security going through our personal computer and clearing it out if we separate. nor are we ok with the possibility that our personal computers could be subpoenaed if there is a lawsuit or investigation of checkmate. all of these are real, legitimate fears and reasons not to mix work and personal.

it's also cleaner for checkmate to know it fully owns the work computer, and there is no liability, security risk etc.

instead of thinking of this as the employees getting a computer courtesy of checkmate, it would be better to think of it as an investment in checkmate employees, making sure they have the best tools for the job possible. rather than saying "If someone does not want to join us for an initial expense of a few thousand dollars, I don't think they are the right fit anyway", think of the flip side "If you aren't willing to invest a few thousand dollars in someone's productivity, are they a good fit for checkmate?"

vishal

7:56 AM

Arj - noted on all points. Let's keep in mind that we have been running this way for 6 years with no problems in hiring and retaining employees. You are coming on too strong on this without a realization about the larger business and cost impact. There is no intent to start providing equipment from our side as of now.

7:57

I'd like to end this conversation here for now. If anything changes in the future, I'll reconsider.

arj

8:11 AM

So you are ok with us not installing this monitoring software.

8:13

Yes but you also did not hire the types of people i think are right for voicebite. Many great people but i need creative hackers

8:13

The cost impact for voicebite team alone is not that high

vishal

8:14 AM

Sorry, there are no exceptions. I can't just allow for the AI team not to follow the company process or have equipment just for AI team

8:14

If you think you can't develop a great product with the company policies we have now, you are really restricting your thinking and scope

arj

8:14 AM

Well then you have to follow california law and get us equipment to install the software on

vishal

8:15 AM

Arj - I seriously can't continue to have this same conversation. Let's take everyone's opinion on the call we have coming up

arj

8:15 AM

Bc we arent doing it on our personal computers as i explained above

vishal

8:15 AM

Alright then you can't work for the company

8:15

We haven't had a problem up until now, so we are good

arj

8:15 AM

its the law

vishal

8:16 AM

Alright, we can't afford to give out equipment so we won't hire people who are stickler for the law

8:16

Is that clear?

arj

8:16 AM

Employers have to follow the law

vishal

8:16 AM

It's about what we can afford to do, and comparing us to DoorDash is ridiculous

8:17

Arj - I'm ending this conversation now

arj

8:23 AM

Right so we can not install the software and you can provision us computers after the fundraiser

vishal

10:11 AM

Noted Arjun. At this point you are just being difficult and looking to create problems rather than solutions for a company you just joined. I'm moving this conversation to the common channel so that everyone is aware. And I promise you I won't bother having a difficult conversation with you at whatever point in our journey. That is not the kind of conversation you have with a company you just joined and the tone is absolutely ridiculous

arj

11:55 AM

why would you make this a group conversation. we could have figured it out. this is not the kind of conversation you should have with a company you just acquired either. you said before you would be empowering us.

[in group thread with my voicebite co-founders, vishal and mike]

@channel I'm moving a 1:1 conversation I am having with Arjun here, and documenting it here for everyone. Arj's point is that we need to provision equipments and computers in order to hire good engineers. And that this is also a California law. We at this point cannot do that because we have over 300 employees and that cash outlay is huge. The tone from

@arj

is absolutely in the spirit of creating a problem and creating a confrontation, rather than having a mutual conversation and trying to find a solution with a company he just joined. I wanted to make sure everyone is aware and ask if everyone shares Arj's belief. If that continues to be the case, I won't mind having a difficult conversation with the individual at whatever stage of the company to make sure we build a cohesive company for long term benefits.

10:15

If there are any exceptions to be made with regards to installing company software, then it has to be run through Security. They are responsible for SOC2 compliance which is required to win large corporate accounts. If the individual can't comply, then they can't work with us. There is no grey area here.

10:16

Through multiple conversations, I have maintained that we cannot just decide on issuing equipments to a select group. It has to be for the entire company, and is a huge cash outlay which Arj is refusing to acknowledge and understand

arj

10:16 AM

Yes, so buy us laptops to install the security software on

vishal

10:17 AM

image.png

image.png

arj

10:17 AM

Bc its an invasion of privacy

10:17

Otherwise

vishal

10:17 AM

This is the last discussion, which is telling us what to do instead of having a constructive conversation

10:18

This is not going to be a discussion on this channel. If need be, we'll take a collective call and make a final decision. Rest of the team to chime in please

arj

10:18 AM

Bc companies have to follow the law there are no exceptions to that either in california, just like you are saying there are no exceptions to the policy

10:19

You can double check the law, at the minimum employer has to reimburse purchase of equipment needed to do the job

Robert Nessler

10:22 AM

I do not need a new computer and am fine without it. I did find it strange that there was no option to have a CM issued laptop that you return whenever you leave the company, but that isn't a big deal to me.

Arjun does need more compute power and resources at his disposal but I would agree his way of going about it is not effective or tactful. I'm not sure what the best solution moving forward is, I think we should meet with Luke and see what resources we have and then go from there.

arj

10:23 AM

Yes but

@Robert Nessler

has a voicebite work computer i didnt buy one

10:24

He has a separate personal computer

Chris L

10:42 AM

I think this has blown up a little bit more than it should, but I can understand both viewpoints. Frankly speaking, I would not feel comfortable using my personal machine for work either (I like to make sure there's a separation), let alone install additional software on it. I'm not an expert on security/compliance implications, but having the physical separation is probably good for everyone. Luckily, I have a laptop from VoiceBite so I can maintain that separation.

On the other hand, I also understand the large commitment for Checkmate this represents. It wouldn't be fair to make exceptions just for the VoiceBite team as it wouldn't be fair to the rest of the employees. We also don't want to start off having the rest of the company look at us and wonder why we got special treatment with laptops, while everyone else gets neglected.

Feelings should be left aside, and we should consider the facts at hand. Does Arj need more compute power - probably, and future ML engineers we bring on may too. Is this a legal issue - in California, it might very well be. Can we afford to procure laptops for everyone - no. Do we want to start making exceptions at this point - probably not. Are there alternative solutions - possibly, and we should focus on brainstorming these.

arj

10:45 AM

its not about being fair. there's a legitimate business use case for ML engineers to have high end work comptuers

Chris L

10:45 AM

Arj, just to double check, are you asking for a machine for your own personal use or just for work use?

arj

10:45 AM

work use only, it's to separate work from personal

10:45

obviously. i need to have my own personal computer for personal reasons.

10:48

and also, i'm ok waiting until fundraising finishes, but in the meanwhile not OK installing monitoring software on my personal computer.

Chris L

10:56 AM

An idea... rather than calling it an exception for Arjun, can we position this as a business need and have Luke/IT review needs on a case-by-case basis? I'm sure cases like this have come up before and this probably won't be the last. Specialized roles may require specialized tools. For example, designers may need to procure an Adobe Photoshop or Illustrator license. Or a hardware engineer may need a soldering iron and other prototyping equipment to build a new product.

:white_check_mark:

1

vishal

11:03 AM

Hi

@Chris L

@Robert Nessler

thank you for engaging in a more civil and professional conversation, that is what I was hoping for. Arj's tone on Day 2 is absolutely the last thing I was expecting, giving me an ultimatum.

I agree, we have a situation and my main problem is the tone and confrontational nature instead of saying we are a team, let's solve this together. I have been going back and forth with Arj since last evening to try and answer his questions but there is nothing that I am saying is helping answer his question. And ultimately we are being given an ultimatum, which is not where we want to be.

When we joined the company, we knew this is a bring your own device company.

We are also talking about two different things. One is compute power for which we can absolutely provide a computer. But if we are simply asking for a company provided laptop on which you can do your basic job, that is not what we will be providing. **For the 7th time, I'm**

repeating this - it is not funding dependent. Funding will not change this, but Arj keeps coming back to the same point.

11:04

I can also promise if this is how it is going to be going ahead, I'd rather cut my losses right now. No employee is indispensable and I can put that in a formal notice. This is not a problem solving approach

arj

11:06 AM

we understood bring your own device as relating to mobile phones

11:06

we have never heard of a tech company that does not provide work computers

vishal

11:08 AM

The situation is quite clear Arj - you don't want to use your personal computer for work reasons. We don't provide work computers. The only solution is for you to quit. Do you know of any other alternative?

arj

11:08 AM

yes you buy me a work computer so we can win voice ordering

11:09

that is the smart solution

vishal

11:09 AM

Ok. And I'm saying No.

11:09

Anything else?

arj

11:09 AM

then i'm saying no to installing monitoring software. i am not a quitter though.

vishal

11:10 AM

Sure, then we will consult with security and if there is no other alternative, then I am happy to fire you

11:10

We will resolve this one way or the other

11:10

And I promise you we will win Voice ordering one way or another. That is not dependent on you

arj

11:10 AM

I will win voice ordering one way or another

11:11

not dependent on checkmate

Robert Nessler

11:11 AM

Maybe let's calm down a bit, go for a walk and revisit this in a few hours.

vishal

11:11 AM

Super. Next steps:

Going to reach out to Security to see what the policy is. If there are no other alternatives, then we go through HR and let you go

Chris L

11:12 AM

Perhaps I am speaking out of line here - but I think we should all take a breather and a step back. We've overcome much bigger issues in the past (I'm glad all the negotiation is done) while on other sides of the table. Now we're on the other side of the table and there's absolutely no reason we can't figure something out together

:white_check_mark:

1

vishal

11:12 AM

Robert - I've been going back and forth in a loop since last night. I promise I'm calm, I just don't see an answer

11:12

I'll leave it up to you guys to suggest options, I'm at the end of my rope here

Chris L

11:12 AM

Yah, just talk to Luke. We haven't even gone down that path yet.

vishal

11:12 AM

Chris - you are an equal partner, nothing is out of line.

Chris L

11:12 AM

*Luke / security

vishal

11:13 AM

Sure. Not installing the software is not an option, so I'll wait for Security to let me know

11:13

Again - to be clear, we will provide compute power whether through cloud or a separate machine

11:13

What we will not be providing is a work laptop

arj

11:13 AM

so you will terminate me for pointing out a violation of the law?

11:13

i think there are laws against that

Chris L

11:13 AM

Well there's our solution. Talk to Luke, make a case, and see if we can get you a separate machine with more power.

:white_check_mark:

1

vishal

11:13 AM

Cause that has bigger implications

11:14

@arj

sure, if that's the route you want to go I'd rather deal with that headache than the conversation we are having here

Chris L

11:23 AM

I've went ahead and sent a DM with Luke/Arj. Let's try exploring this path first

vishal


12:32 PM



Noted Chris. I'm very clear on the rationale here and the final approval will have to go through me. Reposting this here

12:32


Again - to be clear, we will provide compute power whether through cloud or a separate machine

What we will not be providing is a work laptop


 vishal ▾


 Huddle ▾  Canvas


Wednesday, May 1st ▾


 arj 4:52 PM
hey @vishal i understand your policy has been BYOD. but it will be very difficult to recruit engineers with this policy, it's pretty much a standard expectation in silicon valley that you get a top of the line laptop. i'm not going to fight it now, but perhaps lets change this after raising the round.


4:53 i'm already fretting over explaining this to pranav once we are able to onboard him as a full time


 vishal 6:59 PM
Hey Arj, we have recruited over 70 engineers over the last 7 years. It won't be a problem 😊
That is why we don't have to hire from Silicon valley. We can hire from literally anywhere in the world. And it's not a small consideration - it'll be a massive outlay for the company. Remember we have over 300 employees
If this is a deal breaker for some, what we can do is offer them a one time signing bonus of \$1,500 or so but overall, this has not been a problem


 arj 7:37 PM
it's a massive outlay that most of our competitors are willing to make though. i don't think doordash thinks one second about this. they want the best and to provide the best tools for the job.


 vishal 7:38 PM
Not something we are considering right now Arj. We are different than others, we don't have to do what they do and we are still able to hire and retain the best. In the last 6 years, I have not had a problem with it. And like I said, if this is an absolute problem, we can add some initial signing bonus but not in all cases. Let's make sure to keep that as a last resort
I'm willing to compete with others on this and I'm confident we will win. If someone does not want to join us for an initial expense of a few thousand dollars, I don't think they are the right fit anyway


 arj 7:40 PM
in california it's not even legal though, and it's a security risk. california employers must provide the work equipment for employees.


 Sorry, there are no exceptions. I can't just allow for the Thursday, May 2nd the company process or have equipment just for AI team
May 2nd at 8:14:54 AM it develop a great product with the company policies we have now, you are really


 **arj** 8:14 AM
Well then you have to follow california law and get us equipment to install the software on


 **vishal** 8:15 AM
Arj - I seriously can't continue to have this same conversation. Let's take everyone's opinion on the call we have coming up


 **arj** 8:15 AM
Bc we arent doing it on our personal computers as i explained above


 **vishal** 8:15 AM
Alright then you can't work for the company
We haven't had a problem up until now, so we are good

 **arj** 8:15 AM
its the law

 **vishal** 8:16 AM
Alright, we can't afford to give out equipment so we won't hire people who are stickler for the law
Is that clear?


 **arj** 8:16 AM
Employers have to follow the law


 **vishal** 8:16 AM
It's about what we can afford to do, and comparing us to DoorDash is ridiculous
Arj - I'm ending this conversation now


 **arj** 8:23 AM


voicemail Today


that is the smart solution


 **vishal** 11:09 AM
Ok. And I'm saying No.
Anything else?


 **arjun** 11:09 AM
then i'm saying no to installing monitoring software. i am not a quitter though.

 **vishal** 11:10 AM
Sure, then we will consult with security and if there is no other alternative, then I am happy to fire you
We will resolve this one way or the other
And I promise you we will win Voice ordering one way or another. That is not dependent on you

 **arjun** 11:10 AM
I will win voice ordering one way or another
not dependent on checkmate

 **Robert Nessler** 11:11 AM
Maybe let's calm down a bit, go for a walk and revisit this in a few hours.

 **vishal** 11:11 AM
Super. Next steps:
1. Going to reach out to Security to see what the policy is. If there are no other alternatives, then we

 **Chris Lam** 11:12 AM
Perhaps I am speaking out of line here - but I think we should all take a breather and a step back. We've overcome much bigger issues in the past (I'm glad all the negotiation is done) while on other sides of the table. Now we're on the other side of the table and there's absolutely no reason we can't figure something out together

+ Add a bookmark



Chris Lam 11:12 AM

Today ▾

Yah, just talk to Luke. We haven't even gone down that path yet.



vishal 11:12 AM

Chris - you are an equal partner, nothing is out of line.



Chris Lam 11:12 AM

*Luke / security



vishal 11:13 AM

Sure. Not installing the software is not an option, so I'll wait for Security to let me know

Again - to be clear, we will provide compute power whether through cloud or a separate machine

What we will not be providing is a work laptop



arjun 11:13 AM

so you will terminate me for pointing out a violation of the law?



11:13 i think there are laws against that



Chris Lam 11:13 AM

Well there's our solution. Talk to Luke, make a case, and see if we can get you a separate machine with more power.



vishal 11:13 AM

Cause that has bigger implications

[@arjun](#) sure, if that's the route you want to go I'd rather deal with that headache than the conversation we are having here



Chris Lam 11:23 AM

I've went ahead and sent a DM with Luke/Arj. Let's try exploring this path first

CERTIFICATE OF SERVICE (Rule 5(b)(2)(E))

I certify that on **September 10, 2025**, I served **Plaintiff's Third Set** of Requests for Admission to Defendant Checkmate.com, Inc. (Set Three — "BYOD (Bring Your Own Devices) Policy Dispute") by sending a true and correct copy via email to counsel of record at the addresses below:

Rebecca Makitalo
K&L Gates LLP
rebecca.makitalo@klgates.com

Ryan Q. Keech
K&L Gates LLP
ryan.keech@klgates.com

Stacey Chiu
K&L Gates LLP
stacey.chiu@klgates.com

10100 Santa Monica Blvd., 8th Floor
Los Angeles, California 90067
Phone: 310.552.5070

This Service was made by email pursuant to Fed. R. Civ. P. 5(b)(2)(E) (consent).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

/s/ **Arjun Vasana**

Dated: **September 10, 2025**

Arjun Vasana
Plaintiff In Pro Per

1 Ryan Q. Keech (SBN 280306)
Ryan.Keech@klgates.com
2 Stacey Chiu (SBN 321345)
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8
9 *Attorneys for Defendant and Counterclaimant*
CHECKMATE.COM INC.

10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 ARJUN VASAN,

15 Plaintiff,

16 v.

17
18 CHECKMATE.COM, INC.,

19 Defendant.
20

21 CHECKMATE.COM, INC.,

22 Counterclaim-Plaintiff,

23 v.
24

25 ARJUN VASAN,

26 Counterclaim-
27 Defendant.
28

Case No. 2:25-CV-00765-MEMF-JPR

Magistrate Judge Jean P. Rosenbluth

**CHECKMATE.COM, INC.'S
RESPONSES TO PLAINTIFF
ARJUN VASAN'S THIRD SET OF
REQUESTS FOR ADMISSIONS**

Complaint Filed: January 28, 2025
Amended Complaint Filed: February
21, 2025

1 PROPOUNDING PARTY: PLAINTIFF ARJUN VASAN
2 RESPONDING PARTY: DEFENDANT CHECKMATE.COM, INC.
3 SET NO.: THREE (3)

4 Defendant Checkmate.com, Inc. (“Defendant” or “Checkmate”) hereby
5 responds to Plaintiff Arjun Vasani (“Plaintiff” or “Vasan”)’s Third Set of Requests
6 for Admission (the “Requests”), as follows:

7 **PRELIMINARY STATEMENT**

8 Checkmate’s investigation of the facts relating to this case is still ongoing. As
9 such, Checkmate has not completed its investigation, has not completed discovery,
10 and has not completed preparation for trial. All of the answers contained herein are
11 based upon the information presently available, and specifically known, to
12 Checkmate. It is anticipated that further discovery and further independent
13 investigation will supply additional facts which may clarify and add meaning to facts
14 presently known, as well as establish new factual matters, all of which may lead to
15 substantial addition to, changes in, and variations from the responses set forth herein.
16 The following responses are given without prejudice to Checkmate’s right to produce
17 evidence of any subsequently discovered fact or facts that Checkmate may later recall.

18 The responses contained herein are made in a good faith effort to supply as
19 much factual information as is presently known, but should in no way be to the
20 prejudice of these parties in relationship to further discovery, research, or analysis.
21 Checkmate reserves the right to alter, supplement, amend, or otherwise modify these
22 responses in any way and at any time, including at or during trial, in light of facts
23 revealed to them through discovery, further investigation, or further legal analysis.
24 Checkmate also reserves the right to amend or supplement these responses with any
25 information that has been inadvertently or unintentionally omitted and/or to introduce
26 such information into evidence at the time of hearing or trial.

27 Checkmate makes these responses to the Requests subject to, and without
28 waiving in any way any objections as to competence, relevance, materiality, propriety,

1 and admissibility, and any and all other objections and grounds which would require
2 the exclusion of any statement herein if the Requests were asked of, or any statements
3 contained were made by, a witness present and testifying in Court, all of which
4 objections and grounds are reserved and may be interposed at time of trial.

5 **GENERAL OBJECTIONS**

6 1. To the extent the Requests call for confidential communications between
7 Checkmate and any of its/his/her attorneys, or information that is otherwise covered
8 by the attorney-client privilege, the work-product doctrine, or any other right or
9 privilege recognized by California or federal law, Checkmate generally objects to the
10 Requests, and each request contained therein.

11 2. Checkmate objects to the Requests, and each request contained therein,
12 to the extent that they seek information protected by the California or United States
13 constitutions, California or federal statutes or case law that establish a right of privacy
14 and forbid the discovery and dissemination of confidential, sensitive and financial
15 information. Checkmate will not reveal such information where doing so would
16 violate the privacy rights of Checkmate or of third parties.

17 3. Checkmate objects to the Requests, and each request contained therein,
18 to the extent that they seek information that is not relevant and/or material to the
19 subject matter of this litigation or are not reasonably calculated to lead to the
20 discovery of admissible evidence.

21 4. Checkmate objects to the Requests, and each request contained therein,
22 insofar as they are repetitive, redundant or overlapping.

23 5. Checkmate objects to the Requests, and each request contained therein,
24 to the extent that they are unduly burdensome, oppressive, annoying or harassing.

25 6. Checkmate objects to the Requests, and each request contained therein,
26 to the extent that they are vague and ambiguous, compound, confusing, unintelligible,
27 unclear and amenable to different meanings, understandings or interpretations.
28 Checkmate is responding to each Request as it interprets and understands that Request

1 with respect to the issues framed in connection with this litigation. If Checkmate
2 asserts an interpretation of any part of a Request that differs from the understanding
3 of Checkmate, Checkmate reserves the right to supplement, amend, or modify their
4 responses or objections.

5 7. Checkmate objects to the Requests, and to each request contained
6 therein, to the extent they are unlimited in time or seek information beyond the time-
7 frame relevant to this litigation on the grounds that they are overbroad and unduly
8 burdensome and seek information that is irrelevant to the subject matter of this
9 litigation.

10 8. Checkmate objects to the Requests, and each request contained therein,
11 to the extent they seek to impose duties or obligations different from, additional to, or
12 otherwise beyond those required by the Federal Rules of Civil Procedure.

13 9. Checkmate objects to the Requests, and each request therein, to the
14 extent they seek information that is equally available to or within Plaintiff's
15 possession, custody or control on the grounds that such Requests are unduly
16 burdensome and oppressive.

17 10. Checkmate objects to the definition of "You/Checkmate" in that it is
18 vague, ambiguous, overbroad, and reflects an attempt to circumvent Federal Rule of
19 Civil Procedure 45. It is also objectionable to the extent it intrudes upon the
20 attorney/client privilege, work product, and/or other applicable privileges.

21 11. Checkmate objects to the definition of "Separation Meeting" in that it is
22 vague, ambiguous, overbroad, and unduly burdensome.

23 12. Checkmate objects to the definition of "#voicemate" in that it is vague,
24 ambiguous, overbroad, and unduly burdensome.

25 13. Checkmate objects to the definition of "BYOD Policy" in that it is vague,
26 ambiguous, and overbroad, and unduly burdensome.

27 14. Checkmate objects to the definition of "May Slack Thread" in that it is
28 vague, ambiguous, and overbroad, and unduly burdensome.

1 15. Checkmate objects to the definition of “Oct. 14 DM” in that it is vague,
2 ambiguous, and overbroad, and unduly burdensome.

3 16. Checkmate objects to the definition of “HR Write-Up” in that it is vague,
4 ambiguous, and overbroad, and unduly burdensome.

5 17. Checkmate objects to the definition of “Closing Spreadsheet” in that it
6 is vague, ambiguous, and overbroad, and unduly burdensome.

7 18. The foregoing objections are incorporated by reference into each of the
8 specific responses made herein. Notwithstanding the specific responses to any of the
9 Requests, Checkmate does not waive any of the general or specific objections made
10 herein.

11 19. Subject to and without waiving the foregoing General Objections,
12 Checkmate responds to Vasani’s Third Set of Requests for Admissions as follows:

13 **RESPONSES TO REQUESTS FOR ADMISSION**

14 **REQUEST FOR ADMISSION NO. 71:**

15 Admit that Vishal Agarwal was CEO between May-November 2024 and had
16 authority over hiring, discipline, and termination decisions.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 71:**

18 Responding Party hereby incorporates the General Objections as though fully
19 set forth herein. Responding Party objects to this Request on the grounds that the
20 terms “was CEO,” “had authority,” and “hiring, discipline, and termination decisions”
21 are vague, ambiguous, and overbroad. Responding Party further objects that the
22 Request is compound, containing multiple distinct inquiries within a single request,
23 which is improper under the applicable Rules.

24 **REQUEST FOR ADMISSION NO. 72:**

25 Admit that Michael Bell was Chief of Strategy between May-November 2024
26 and was Plaintiff’s direct supervisor.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 72:**

28 Responding Party hereby incorporates the General Objections as though fully

1 set forth herein. Responding Party objects to this Request on the grounds that the
2 terms “direct supervisor” are vague, ambiguous, and overbroad. Responding Party
3 further objects that the Request is compound, containing multiple distinct inquiries
4 within a single request, which is improper under the applicable Rules.

5 **REQUEST FOR ADMISSION NO. 73:**

6 Admit that the BYOD Policy applied to Plaintiff in 2024.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 73:**

8 Responding Party hereby incorporates the General Objections as though fully
9 set forth herein. Responding Party objects to this Request on the grounds that the term
10 “BYOD Policy,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
11 burdensome. Responding Party further objects that the terms “applied to” are vague,
12 ambiguous, and overbroad. Responding Party further objects that the Request calls
13 for a legal conclusion rather than a factual response.

14 Without waiving the foregoing objections, Responding Party responds as
15 follows: at all times during his employment, Plaintiff was subject to the policies and
16 procedures of Responding Party, including the policies and procedures of Responding
17 Party relating to the use of personal devices for work purposes.

18 **REQUEST FOR ADMISSION NO. 74:**

19 Admit that under the BYOD Policy, Plaintiff was required to use his personal
20 device for work and to install monitoring/MDM software.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 74:**

22 Responding Party hereby incorporates the General Objections as though fully
23 set forth herein. Responding Party objects to this Request on the grounds that the term
24 “BYOD Policy,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
25 burdensome. Responding Party further objects that the terms “was required to use”
26 and “and to install monitoring/MDM software” are vague, ambiguous, and overbroad.
27 Responding Party further objects that the Request is compound, containing multiple
28 distinct inquiries within a single request, which is improper under the applicable

1 Rules.

2 **REQUEST FOR ADMISSION NO. 75:**

3 Admit that during May-November 2024, Checkmate did not provide Plaintiff
4 a company-owned laptop.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 75:**

6 Responding Party hereby incorporates the General Objections as though fully
7 set forth herein. Responding Party objects to this Request on the grounds that the term
8 “Checkmate,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
9 burdensome. Responding Party further objects to this Request to the extent it seeks
10 information protected from disclosure by the attorney-client privilege and/or the work
11 product doctrine. Responding Party further objects that the terms “company-owned”
12 are vague, ambiguous, and overbroad.

13 Without waiving the foregoing objections, Responding Party responds as
14 follows: Deny.

15 **REQUEST FOR ADMISSION NO. 76:**

16 Admit that during May-November 2024, Checkmate did not reimburse
17 Plaintiff for the purchase of a separate device for exclusive work use.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 76:**

19 Responding Party hereby incorporates the General Objections as though fully
20 set forth herein. Responding Party objects to this Request on the grounds that the term
21 “Checkmate,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
22 burdensome. Responding Party further objects to this Request to the extent it seeks
23 information protected from disclosure by the attorney-client privilege and/or the work
24 product doctrine. Responding Party further objects that the terms “separated device”
25 and “exclusive work use” are vague, ambiguous, and overbroad.

26 Without waiving the foregoing objections, Responding Party responds as
27 follows: Deny.

28 ///

1 **REQUEST FOR ADMISSION NO. 77:**

2 Admit that upon close of the merger, VoiceBite provided a Closing
3 Spreadsheet that detailed, among other things, expenses of the VoiceBite founders
4 to be reimbursed for VoiceBite property they personally purchased upon closing.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 77:**

6 Responding Party hereby incorporates the General Objections as though fully
7 set forth herein. Responding Party objects to this Request on the grounds that the term
8 “Closing Spreadsheet,” as defined by Plaintiff, is vague, ambiguous, overbroad, and
9 unduly burdensome. Responding Party further objects that the terms “that detailed”
10 and “among other things” are so vague, ambiguous, and overbroad as to render the
11 Request unintelligible. Responding Party further objects that the terms “upon close of
12 the merger,” “VoiceBite property,” and “upon closing” are vague, ambiguous, and
13 overbroad. Responding Party further objects that the Request is compound, containing
14 multiple distinct inquiries within a single request, which is improper under the
15 applicable Rules.

16 **REQUEST FOR ADMISSION NO. 78:**

17 Admit that this spreadsheet listed VoiceBite laptops for Robert Nessler and
18 Christopher Lam, but Plaintiff did not have a VoiceBite laptop and did not expense
19 his personal laptop.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 78:**

21 Responding Party hereby incorporates the General Objections as though fully
22 set forth herein. Responding Party objects to this Request on the grounds that the
23 terms “this spreadsheet” are so vague, ambiguous, and overbroad as to render the
24 Request unintelligible. Responding Party further objects that the terms “listed
25 VoiceBite laptops” and “expense” are vague, ambiguous, and overbroad. Responding
26 Party further objects that the Request is compound, containing multiple distinct
27 inquiries within a single request, which is improper under the applicable Rules.

28 ///

1 **REQUEST FOR ADMISSION NO. 79:**

2 Admit that on Plaintiff's first day as a Checkmate employee, he raised the issue
3 of the BYOD Policy conflicting with California Law in a private Slack thread with
4 Agarwal.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 79:**

6 Responding Party hereby incorporates the General Objections as though fully
7 set forth herein. Responding Party objects to this Request on the grounds that the term
8 "BYOD Policy," as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
9 burdensome. Responding Party further objects that the terms "raised the issue,"
10 "conflicting with California Law," and "in a private Slack thread" are so vague,
11 ambiguous, and overbroad as to render the Request unintelligible.

12 Without waiving the foregoing objections, Responding Party responds as
13 follows: Given that the Request is unintelligible, Responding Party lacks the ability
14 to admit or deny it, and on that basis denies the Request.

15 **REQUEST FOR ADMISSION NO. 80:**

16 Admit that Plaintiff stated in the thread: "in california it's not even legal
17 though... california employers must provide the work equipment for employees."

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 80:**

19 Responding Party hereby incorporates the General Objections as though fully
20 set forth herein. Responding Party objects to this Request on the grounds that the
21 terms "stated in the thread" are so vague, ambiguous, and overbroad as to render the
22 Request unintelligible.

23 Without waiving the foregoing objections, Responding Party responds as
24 follows: Given that the Request is unintelligible, Responding Party lacks the ability
25 to admit or deny it, and on that basis denies the Request.

26 **REQUEST FOR ADMISSION NO. 81:**

27 Admit that Plaintiff stated he was not comfortable installing monitoring
28 software on his personal computer and raised concerns about privacy and exposure

1 of personal devices.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 81:**

3 Responding Party hereby incorporates the General Objections as though fully
4 set forth herein. Responding Party objects to this Request on the grounds that the
5 entirety of the Request is so vague, ambiguous, and overbroad as to render the Request
6 unintelligible. Responding Party further objects that the Request is compound,
7 containing multiple distinct inquiries within a single request, which is improper under
8 the applicable Rules.

9 **REQUEST FOR ADMISSION NO. 82:**

10 Admit that Plaintiff requested a company device rather than installing
11 monitoring software on his personal device.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 82:**

13 Responding Party hereby incorporates the General Objections as though fully
14 set forth herein. Responding Party objects to this Request on the grounds that the
15 terms “requested a company device” and “installing monitoring software” are vague,
16 ambiguous, and overbroad. Responding Party further objects that the Request is
17 compound, containing multiple distinct inquiries within a single request, which is
18 improper under the applicable Rules.

19 **REQUEST FOR ADMISSION NO. 83:**

20 Admit that in the follow-up email, Plaintiff again requested a company device
21 and explained the basis for his request.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 83:**

23 Responding Party hereby incorporates the General Objections as though fully
24 set forth herein. Responding Party objects to this Request on the grounds that the
25 terms “in the follow up-email” are so vague, ambiguous, and overbroad as to render
26 the Request unintelligible. Responding Party further objects that the terms “again
27 requested” and “explained the basis for his request” are vague, ambiguous, and
28 overbroad. Responding Party further objects that the Request is compound, containing

1 multiple distinct inquiries within a single request, which is improper under the
2 applicable Rules.

3 **REQUEST FOR ADMISSION NO. 84:**

4 Admit that Amy Brown emailed or slacked Plaintiff stating that Michael Bell
5 had stated that the entire VoiceBite's teams' laptops were reimbursed.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 84:**

7 Responding Party hereby incorporates the General Objections as though fully
8 set forth herein. Responding Party objects to this Request on the grounds that the
9 terms "emailed or slacked" and "stating that Michael Bell had stated that the entire
10 VoiceBite's teams' laptops were reimbursed" are so vague, ambiguous, and
11 overbroad as to render the Request unintelligible. Responding Party further objects
12 that the Request is compound, containing multiple distinct inquiries within a single
13 request, which is improper under the applicable Rules.

14 **REQUEST FOR ADMISSION NO. 85:**

15 Admit that Amy Brown emailed or slacked Plaintiff stating that Michael Bell
16 had stated that the entire VoiceBite's teams' laptops were reimbursed.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 85:**

18 Responding Party hereby incorporates the General Objections as though fully
19 set forth herein. Responding Party objects to this Request on the grounds that it is
20 duplicative of Request No. 14.

21 **REQUEST FOR ADMISSION NO. 86:**

22 Admit that Checkmate's management did not offer to purchase or reimburse a
23 work laptop.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 86:**

25 Responding Party hereby incorporates the General Objections as though fully
26 set forth herein. Responding Party objects to this Request on the grounds that the term
27 "Checkmate," as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
28 burdensome. Responding Party further objects to this Request to the extent it seeks

1 information protected from disclosure by the attorney-client privilege and/or the work
2 product doctrine. Responding Party further objects that the term “management” is
3 vague, ambiguous, and overbroad. Responding Party further objects that the Request
4 is compound, containing multiple distinct inquiries within a single request, which is
5 improper under the applicable Rules.

6 **REQUEST FOR ADMISSION NO. 87:**

7 Admit that in the Oct. 14 DM, Plaintiff again raised BYOD
8 legality/compliance and the need for a company device.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 87:**

10 Responding Party hereby incorporates the General Objections as though fully
11 set forth herein. Responding Party objects to this Request on the grounds that the term
12 “Oct. 14 DM,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
13 burdensome. Responding Party further objects that the terms “again raised BYOD
14 legality/compliance” and “the need for a company device” is vague, ambiguous, and
15 overbroad. Responding Party further objects that the Request is compound, containing
16 multiple distinct inquiries within a single request, which is improper under the
17 applicable Rules.

18 **REQUEST FOR ADMISSION NO. 88:**

19 Admit Agarwal rejected Plaintiff’s request for a work laptop, and stated, among
20 other things “Alright then you can’t work for the company.”, “we won’t hire people
21 who are stickler for the law... Is that clear?”.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 88:**

23 Responding Party hereby incorporates the General Objections as though fully
24 set forth herein. Responding Party objects to this Request on the grounds that the
25 terms “among other things” are so vague, ambiguous, and overbroad as to render the
26 Request unintelligible. Responding Party further objects that the terms “rejected
27 Plaintiff’s request” are vague, ambiguous, and overbroad. Responding Party further
28 objects that the Request is compound, containing multiple distinct inquiries within a

1 single request, which is improper under the applicable Rules.

2 **REQUEST FOR ADMISSION NO. 89:**

3 Admit Agarwal escalated the private discussion to the #voicemate group
4 channel.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 89:**

6 Responding Party hereby incorporates the General Objections as though fully
7 set forth herein. Responding Party objects to this Request on the grounds that the
8 terms “the private discussion” and “#voicemate group channel” are so vague,
9 ambiguous, and overbroad as to render the Request unintelligible. Responding Party
10 further objects that the term “#voicemate,” as defined by Plaintiff, is vague,
11 ambiguous, overbroad, and unduly burdensome. Responding Party further objects that
12 the term “escalated” is vague, ambiguous, and overbroad.

13 Without waiving the foregoing objections, Responding Party responds as
14 follows: Given that the Request is unintelligible, Responding Party lacks the ability
15 to admit or deny it, and on that basis denies the Request.

16 **REQUEST FOR ADMISSION NO. 90:**

17 Admit after escalating to #voicemate, Agarwal stated the following:
18 @channel I’m moving a 1:1 conversation I am having with Arjun here and
19 documenting it here for everyone. Arj’s point is that we need to provision equipments
20 and computers in order to hire good engineers. And that this is also a California law.
21 We at this point cannot do that because we have over 300 employees and that cash
22 outlay is huge. The tone from @arj is absolutely in the spirit of creating a problem
23 and creating a confrontation, rather than having a mutual conversation and trying to
24 find a solution with a company he just joined. I wanted to make sure everyone is aware
25 and ask if everyone shares Arj’s belief. If that continues to be the case, I won’t mind
26 having a difficult conversation with the individual at whatever stage of the company
27 to make sure we build a cohesive company for long term benefits.

28 ///

RESPONSE TO REQUEST FOR ADMISSION NO. 90:

Responding Party hereby incorporates the General Objections as though fully set forth herein. Responding Party objects to this Request on the grounds that the terms “after escalating to #voicemate” are so vague, ambiguous, and overbroad as to render the Request unintelligible. Responding Party further objects that the term “#voicemate,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome. Responding Party further objects that the term “escalating” is vague, ambiguous, and overbroad.

Without waiving the foregoing objections, Responding Party responds as follows: Given that the Request is unintelligible, Responding Party lacks the ability to admit or deny it, and on that basis denies the Request.

REQUEST FOR ADMISSION NO. 91:

Admit Agarwal stated in the #voicemate channel “I can also promise if this is how it is going to be going ahead, I’d rather cut my losses right now. No employee is indispensable and I can put that in a formal notice.”

RESPONSE TO REQUEST FOR ADMISSION NO. 91:

Responding Party hereby incorporates the General Objections as though fully set forth herein. Responding Party objects to this Request on the grounds that the terms “#voicemate channel” are so vague, ambiguous, and overbroad as to render the Request unintelligible. Responding Party further objects that the term “#voicemate,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome.

Without waiving the foregoing objections, Responding Party responds as follows: Given that the Request is unintelligible, Responding Party lacks the ability to admit or deny it, and on that basis denies the Request.

REQUEST FOR ADMISSION NO. 92:

Admit that Agarwal stated in the #voicemate channel “The situation is quite clear Arj - you don’t want to use your personal computer for work reasons. We don’t provide work computers. The only solution is for you to quit. Do you know of any

1 other alternative?”

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 92:**

3 Responding Party hereby incorporates the General Objections as though fully
4 set forth herein. Responding Party objects to this Request on the grounds that the
5 terms “#voicemate channel” are so vague, ambiguous, and overbroad as to render the
6 Request unintelligible. Responding Party further objects that the term “#voicemate,”
7 as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome.

8 Without waiving the foregoing objections, Responding Party responds as
9 follows: Given that the Request is unintelligible, Responding Party lacks the ability
10 to admit or deny it, and on that basis denies the Request.

11 **REQUEST FOR ADMISSION NO. 93:**

12 Admit Agarwal stated in the #voicemate channel “Sure, then we will consult
13 with security and if there is no other alternative, then I am happy to fire
14 you”

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 93:**

16 Responding Party hereby incorporates the General Objections as though fully
17 set forth herein. Responding Party objects to this Request on the grounds that the
18 terms “#voicemate channel” are so vague, ambiguous, and overbroad as to render the
19 Request unintelligible. Responding Party further objects that the term “#voicemate,”
20 as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome.

21 Without waiving the foregoing objections, Responding Party responds as
22 follows: Given that the Request is unintelligible, Responding Party lacks the ability
23 to admit or deny it, and on that basis denies the Request.

24 **REQUEST FOR ADMISSION NO. 94:**

25 Admit that Plaintiff stated in response or shortly thereafter: “so you will
26 terminate me for pointing out a violation of the law?”

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 94:**

28 Responding Party hereby incorporates the General Objections as though fully

1 set forth herein. Responding Party objects to this Request on the grounds that the
2 terms “stated in response or shortly thereafter” are so vague, ambiguous, and
3 overbroad as to render the Request unintelligible. Responding Party further objects
4 that the Request is compound, containing multiple distinct inquiries within a single
5 request, which is improper under the applicable Rules.

6 **REQUEST FOR ADMISSION NO. 95:**

7 Admit that Plaintiff continued, stating “i think there are laws against that”

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 95:**

9 Responding Party hereby incorporates the General Objections as though fully
10 set forth herein. Responding Party objects to this Request on the grounds that the
11 terms “Plaintiff continued, stating” are so vague, ambiguous, and overbroad as to
12 render the Request unintelligible.

13 Without waiving the foregoing objections, Responding Party responds as
14 follows: Given that the Request is unintelligible, Responding Party lacks the ability
15 to admit or deny it, and on that basis denies the Request.

16 **REQUEST FOR ADMISSION NO. 96:**

17 Admit that Agarwal responded “sure, if that’s the route you want to go I’d
18 rather deal with that headache than the conversation we are having here”

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 96:**

20 Responding Party hereby incorporates the General Objections as though fully
21 set forth herein. Responding Party objects to this Request on the grounds that the
22 terms “Agarwal responded” are so vague, ambiguous, and overbroad as to render the
23 Request unintelligible.

24 Without waiving the foregoing objections, Responding Party responds as
25 follows: Given that the Request is unintelligible, Responding Party lacks the ability
26 to admit or deny it, and on that basis denies the Request.

27 **REQUEST FOR ADMISSION NO. 97:**

28 Admit that Plaintiff re-raised the BYOD issue in a Slack DM to Agarwal on

1 October 14, 2024.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 97:**

3 Responding Party hereby incorporates the General Objections as though fully
4 set forth herein. Responding Party objects to this Request on the grounds that the
5 terms “Plaintiff re-raised,” “BYOD issue,” and “in a Slack DM” are so vague,
6 ambiguous, and overbroad as to render the Request unintelligible.

7 Without waiving the foregoing objections, Responding Party responds as
8 follows: Given that the Request is unintelligible, Responding Party lacks the ability
9 to admit or deny it, and on that basis denies the Request.

10 **REQUEST FOR ADMISSION NO. 98:**

11 Admit that Agarwal called a meeting with Plaintiff, Michael Bell and Robert
12 Nessler.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 98:**

14 Responding Party hereby incorporates the General Objections as though fully
15 set forth herein. Responding Party objects to this Request on the grounds that the
16 terms “called a meeting” are so vague, ambiguous, and overbroad as to render the
17 Request unintelligible.

18 Without waiving the foregoing objections, Responding Party responds as
19 follows: Given that the Request is unintelligible, Responding Party lacks the ability
20 to admit or deny it, and on that basis denies the Request.

21 **REQUEST FOR ADMISSION NO. 99:**

22 Admit that this was a recorded Zoom meeting.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 99:**

24 Responding Party hereby incorporates the General Objections as though fully
25 set forth herein. Responding Party objects to this Request on the grounds that the
26 entirety of the Request is so vague, ambiguous, and overbroad as to render the Request
27 unintelligible.

28 Without waiving the foregoing objections, Responding Party responds as

1 follows: Given that the Request is unintelligible, Responding Party lacks the ability
2 to admit or deny it, and on that basis denies the Request.

3 **REQUEST FOR ADMISSION NO. 100:**

4 Admit that after the Oct. 14 Meeting, Bell issued the HR Write-Up to Plaintiff
5 and cc'd HR.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 100:**

7 Responding Party hereby incorporates the General Objections as though fully
8 set forth herein. Responding Party objects to this Request on the grounds that the
9 terms "Oct. 14 Meeting" and "HR Write-Up" as defined by Plaintiff, is vague,
10 ambiguous, overbroad, and unduly burdensome. Responding Party further objects that
11 the terms "after" are vague, ambiguous, and overbroad. Responding Party further
12 objects that the Request is compound, containing multiple distinct inquiries within a
13 single request, which is improper under the applicable Rules.

14 **REQUEST FOR ADMISSION NO. 101:**

15 Admit that the HR Write-Up demanded Plaintiff's signature.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 101:**

17 Responding Party hereby incorporates the General Objections as though fully
18 set forth herein. Responding Party objects to this Request on the grounds that the term
19 "HR Write-Up" as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
20 burdensome. Responding Party further objects that the terms "demanded Plaintiff's
21 signature" are vague, ambiguous, and overbroad.

22 Without waiving the foregoing objections, Responding Party responds as
23 follows: Deny.

24 **REQUEST FOR ADMISSION NO. 102:**

25 Admit that the HR Write-Up used the word "rant" or stated that conduct "that
26 could be construed as a rant" could lead to dismissal.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 102:**

28 Responding Party hereby incorporates the General Objections as though fully

1 set forth herein. Responding Party objects to this Request on the grounds that the term
2 “HR Write-Up” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
3 burdensome. Responding Party further objects that the terms “or stated that conduct”
4 “could lead to dismissal” are vague, ambiguous, and overbroad. Responding Party
5 further objects that the Request is compound, containing multiple distinct inquiries
6 within a single request, which is improper under the applicable Rules.

7 **REQUEST FOR ADMISSION NO. 103:**

8 Admit that as of Oct. 14, 2024, Checkmate still had not provided Plaintiff a
9 company laptop.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 103:**

11 Responding Party hereby incorporates the General Objections as though fully
12 set forth herein. Responding Party objects to this Request on the grounds that the term
13 “Checkmate,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
14 burdensome. Responding Party further objects to this Request to the extent it seeks
15 information protected from disclosure by the attorney-client privilege and/or the work
16 product doctrine. Responding Party further objects that the terms “company laptop”
17 are vague, ambiguous, and overbroad.

18 Without waiving the foregoing objections, Responding Party responds as
19 follows: Deny.

20 **REQUEST FOR ADMISSION NO. 104:**

21 Admit that Plaintiff asked to defer responding to the HR Write-Up due to his
22 workload preparing for the October 23 Popeyes demo.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 104:**

24 Responding Party hereby incorporates the General Objections as though fully
25 set forth herein. Responding Party objects to this Request on the grounds that the term
26 “HR Write-Up” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
27 burdensome. Responding Party further objects that the terms “asked to defer
28 responding” and “the October 23 Popeyes demo” are vague, ambiguous, and

1 overbroad. Responding Party further objects that the Request is compound, containing
2 multiple distinct inquiries within a single request, which is improper under the
3 applicable Rules.

4 **REQUEST FOR ADMISSION NO. 105:**

5 Admit that Plaintiff mentioned that he hadn't slept in days and stated words to
6 the effect that he was "going crazy" preparing for the demo.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 105:**

8 Responding Party hereby incorporates the General Objections as though fully
9 set forth herein. Responding Party objects to this Request on the grounds that the
10 term the terms "mentioned" and "words to the effect" are vague, ambiguous, and
11 overbroad. Responding Party further objects that the Request is compound,
12 containing multiple distinct inquiries within a single request, which is improper
13 under the applicable Rules.

14 **REQUEST FOR ADMISSION NO. 106:**

15 Admit that you did not agree to postpone responding to the HR Write-Up.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 106:**

17 Responding Party hereby incorporates the General Objections as though fully
18 set forth herein. Responding Party objects to this Request on the grounds that the term
19 "HR Write-Up" and "You," as defined by Plaintiff, is vague, ambiguous, overbroad,
20 and unduly burdensome. Responding Party further objects to this Request to the extent
21 it seeks information protected from disclosure by the attorney-client privilege and/or
22 the work product doctrine. Responding Party further objects that the terms "agree to
23 postpone responding" are vague, ambiguous, and overbroad.

24 Without waiving the foregoing objections, Responding Party responds as
25 follows: Deny.

26 **REQUEST FOR ADMISSION NO. 107:**

27 Admit that you did not acknowledge or address Plaintiff's expressed health
28 issues.

RESPONSE TO REQUEST FOR ADMISSION NO. 107:

Responding Party hereby incorporates the General Objections as though fully set forth herein. Responding Party objects to this Request on the grounds that the terms “HR Write-Up” and “You,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome. Responding Party further objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Responding Party further objects that the terms “did not acknowledge or address” and “health issues” are vague, ambiguous, and overbroad. Responding Party further objects that the Request is compound, containing multiple distinct inquiries within a single request, which is improper under the applicable Rules.

REQUEST FOR ADMISSION NO. 108:

Admit that Plaintiff was terminated on November 14, 2024, within one month of the Oct. 14 DM and HR Write-Up.

RESPONSE TO REQUEST FOR ADMISSION NO. 108:

Responding Party hereby incorporates the General Objections as though fully set forth herein. Responding Party objects to this Request on the grounds that the terms “Oct. 14 DM” and “HR Write-Up,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome. Responding Party further objects that the terms “was terminated” are vague, ambiguous, and overbroad. Responding Party further objects that the Request calls for a legal conclusion rather than a factual response. Responding Party further objects that the Request is compound, containing multiple distinct inquiries within a single request, which is improper under the applicable Rules.

REQUEST FOR ADMISSION NO. 109:

Admit that in Checkmate’s Answer, you admitted that Plaintiff raised BYOD issues.

RESPONSE TO REQUEST FOR ADMISSION NO. 109:

1 Responding Party hereby incorporates the General Objections as though fully
2 set forth herein. Responding Party objects to this Request on the grounds that the term
3 “Checkmate” and “You,” as defined by Plaintiff, is vague, ambiguous, overbroad, and
4 unduly burdensome. Responding Party further objects to this Request to the extent it
5 seeks information protected from disclosure by the attorney-client privilege and/or
6 the work product doctrine. Responding Party further objects that the terms “BYOD
7 issues” are vague, ambiguous, and overbroad. Responding Party further objects that
8 the Request calls for a legal conclusion rather than a factual response.

9 **REQUEST FOR ADMISSION NO. 110:**

10 Admit that in declarations filed by Agarwal and/or Brown, you stated that the
11 Oct. 14 meeting was convened due to a “barrage of over 40 Slack messages”.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 110:**

13 Responding Party hereby incorporates the General Objections as though fully
14 set forth herein. Responding Party objects to this Request on the grounds that the
15 terms “You” and “Oct. 14 Meeting,” as defined by Plaintiff, is vague, ambiguous,
16 overbroad, and unduly burdensome. Responding Party further objects to this Request
17 to the extent it seeks information protected from disclosure by the attorney-client
18 privilege and/or the work product doctrine. Responding Party further objects that the
19 terms “declarations filed” are vague, ambiguous, and overbroad. Responding Party
20 further objects that the Request is compound, containing multiple distinct inquiries
21 within a single request, which is improper under the applicable Rules.

22 **REQUEST FOR ADMISSION NO. 111:**

23 Admit that Plaintiff re-raised the BYOD issue in these Slack messages.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 111:**

25 Responding Party hereby incorporates the General Objections as though fully
26 set forth herein. Responding Party objects to this Request on the grounds that the
27 terms “these Slack messages” are so vague, ambiguous, and overbroad as to render
28 the Request unintelligible. Responding Party further objects that the terms “re-raised”

1 and “BYOD issue” are vague, ambiguous, and overbroad. Responding Party further
2 objects that the Request calls for a legal conclusion rather than a factual response.

3 Without waiving the foregoing objections, Responding Party responds as
4 follows: Given that the Request is unintelligible, Responding Party lacks the ability
5 to admit or deny it, and on that basis denies the Request.

6 **REQUEST FOR ADMISSION NO. 112:**

7 Admit that in declarations filed by Agarwal and/or Brown, you acknowledged
8 issuance of a final warning / formal write-up to Plaintiff on October 14, 2024.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 112:**

10 Responding Party hereby incorporates the General Objections as though fully
11 set forth herein. Responding Party objects to this Request on the grounds that the term
12 “You,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
13 burdensome. Responding Party further objects to this Request to the extent it seeks
14 information protected from disclosure by the attorney-client privilege and/or the work
15 product doctrine. Responding Party further objects that the terms “declarations filed”
16 and “issuance of a final warning / formal write-up” are vague, ambiguous, and
17 overbroad. Responding Party further objects that the Request is compound, containing
18 multiple distinct inquiries within a single request, which is improper under the
19 applicable Rules.

20 **REQUEST FOR ADMISSION NO. 113:**

21 Admit that the May Slack Thread termination statements immediately followed
22 Plaintiff’s message objecting to BYOD legality.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 113:**

24 Responding Party hereby incorporates the General Objections as though fully
25 set forth herein. Responding Party objects to this Request on the grounds that the term
26 “May Slack Thread,” as defined by Plaintiff, is vague, ambiguous, overbroad, and
27 unduly burdensome. Responding Party further objects that the terms “termination
28 statements” and “Plaintiff’s message objecting to BYOD legality” are vague,

1 ambiguous, and overbroad. Responding Party further objects that the Request calls
2 for a legal conclusion rather than a factual response.

3 Without waiving the foregoing objections, Responding Party responds as
4 follows: Deny.

5 **REQUEST FOR ADMISSION NO. 114:**

6 Admit that the HR Write-Up was issued the same day Plaintiff sent the Oct. 14
7 DM regarding BYOD.

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 114:**

9 Responding Party hereby incorporates the General Objections as though fully
10 set forth herein. Responding Party objects to this Request on the grounds that the
11 terms “HR Write-Up” and “Oct. 14 DM,” as defined by Plaintiff, are vague,
12 ambiguous, overbroad, and unduly burdensome. Responding Party further objects that
13 the terms “BYOD” are vague, ambiguous, and overbroad.

14 Without waiving the foregoing objections, Responding Party responds as
15 follows: Deny.

16 **REQUEST FOR ADMISSION NO. 115:**

17 Admit that Checkmate did not offer a company laptop or reimburse a separate
18 device at any time between May 1 and October 14, 2024.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 115:**

20 Responding Party hereby incorporates the General Objections as though fully
21 set forth herein. Responding Party objects to this Request on the grounds that the term
22 “Checkmate,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly
23 burdensome. Responding Party further objects to this Request to the extent it seeks
24 information protected from disclosure by the attorney-client privilege and/or the work
25 product doctrine. Responding Party further objects that the terms “company laptop”
26 and “reimburse a separate device” are vague, ambiguous, and overbroad. Responding
27 Party further objects that the Request is compound, containing multiple distinct
28 inquiries within a single request, which is improper under the applicable Rules.

REQUEST FOR ADMISSION NO. 116:

Admit that the attached Exhibit A is an accurate transcript of the May Slack threads.

RESPONSE TO REQUEST FOR ADMISSION NO. 116:

Responding Party hereby incorporates the General Objections as though fully set forth herein. Responding Party objects to this Request on the grounds that the term “May Slack Threads,” as defined by Plaintiff, is vague, ambiguous, overbroad, and unduly burdensome. Responding Party further objects that the terms “accurate transcript” are vague, ambiguous, and overbroad.

Without waiving the foregoing objections, Responding Party responds as follows: Deny.

Date: October 10, 2025

K&L GATES LLP



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*Attorneys for Defendant and Counter-
Claimant CHECKMATE.COM IN*

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California, over the age of eighteen years, and not a party of the within action. My business address is 10100 Santa Monica Blvd. 8th Floor Los Angeles, CA 90067.

On **October 10, 2025** , I served the foregoing document(s) described as:

- **CHECKMATE.COM, INC.'S RESPONSES TO PLAINTIFF ARJUN VASAN'S THIRD SET OF REQUESTS FOR ADMISSIONS**

on the interested parties in this action as follows:

Arjun Vasan
Email: arjun.vasan@gmail.com

Plaintiff Pro Se

- ☒ **(BY ELECTRONIC MAIL)** Pursuant to C.R.C. 2.251 or agreement by all parties, I served the described document(s) by emailing it to each of the aforementioned electronic mail addresses and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 10, 2025**, at Los Angeles, California.

/s/Nicole Adasha
Nicole Adasha